RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE INSTALLATION OF DRAINAGE FACILITIES ON, UNDER, OVER, ACROSS, AND THROUGH REAL PROPERTY LOCATED IN THE CITY OF POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Bref Andrew's LLC, a Florida limited liability company ("Grantor"), is the owner of certain property located in the City of Pompano Beach, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Easement agreement in Attachment 1;

WHEREAS, Broward County, Florida ("County"), requested from Grantor a nonexclusive and perpetual easement on, under, over, across, and through the Property to construct, install, maintain, repair, and rebuild drainage facilities serving the Property and adjacent property ("Easement");

WHEREAS, Grantor is willing to grant such Easement to the County as provided in the Easement agreement in Attachment 1; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that acceptance of the Easement serves a public purpose and is in the best interest of the County, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board hereby accepts the Easement as provided in the Easement agreement attached to this Resolution as Attachment 1.

Section 3. The Easement agreement in Attachment 1 shall be properly recorded in the Official Records of Broward County, Florida.

Section 4. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 5. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2024. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: */s/ Christina A. Price* 01/25/2024
Christina A. Price (date)
Assistant County Attorney

By: */s/ Annika E. Ashton* 01/25/2024
Annika E. Ashton (date)
Deputy County Attorney

Attachment 1

Return to:
Broward County Real Property
and Real Estate Development Division
115 S Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Christina A. Price
Assistant County Attorney
115 S Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number: 484227510010

## DRAINAGE EASEMENT

**THIS DRAINAGE EASEMENT** ("Easement Instrument") is made this 7th day of DECEMBER, 2023 ("Effective Date"), by Bref Andrew's LLC, a Florida limited liability company ("Grantor"), in favor of Broward County, a political subdivision of the State of Florida ("Grantee"). Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, successors, and assigns).

## RECITALS

A. Grantor is the owner of certain property located in Broward County, Florida, more particularly described in **Exhibit A**, attached hereto and made part hereof ("Property").

B. Grantee desires a perpetual, non-exclusive easement on, under, over, across, and through the Easement Area, as defined in Section 2, to construct, install, maintain, repair, and rebuild underground drainage facilities servicing the Property and adjacent property ("Easement").

C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions contained herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, and fully incorporated by reference herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors, and assigns a perpetual, non-exclusive easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit A**, attached hereto and made part hereof, together with any incidental or necessary

appurtenances thereto ("Easement Area") to construct, install, maintain, repair, and rebuild underground drainage facilities servicing the Property and adjacent property.

3. **Grantor's Use of the Property.** Grantor retains the right to engage in any activities on, under, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.

4. **Amendments.** This Easement Instrument may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

5. **Jurisdiction, Venue.** This Easement Instrument shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Instrument, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Instrument shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

6. **Binding Effect.** This Easement Instrument shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

7. **Recording.** Grantee, at its own expense, shall record this fully executed Easement Instrument in its entirety in the Official Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement Instrument on the respective date under its signature and certifies that he/she has the authority to execute this Easement Instrument.

**GRANTOR**

WITNESSES:

Adam Vaisman
Signature

Adam Vaisman
Print Name of Witness above

Signature

Selene Bermeo
Print Name of Witness above

Bref ~~Andrew's~~ LLC, a Florida limited liability company

By: _____

Malcolm Butters
Title

7 day of December, 2023

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, on this 7th day of December, 2023 by Malcolm Butters, as _____ for Bref Andrew's LLC, a Florida limited liability company, who is [✓] personally known to me or [ ] who has produced _____ as identification.

Notary Public:

Signature: _____
Print Name: Latoya Washington

State of Florida
My Commission Expires: 3/29/2025
Commission Number: HH 110909

(Notary Seal)

LATOYA WASHINGTON
Commission # HH 110909
Expires March 29, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

# EXHIBIT A

## LEGAL DESCRIPTION:

THE NORTH 15.00 FEET OF PARCEL "A", ANDREWS PREMIER BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 1–2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF NORTHWEST 15TH AVENUE; THENCE NORTH 88°25'36" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", 671.77 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1444.23 FEET (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 58°42'18" EAST), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE EXTENSION; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'41" AND ALONG SAID WESTERLY RIGHT OF WAY LINE, 17.93 FEET TO A POINT ON A LINE 15.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE OF PARCEL "A"; THENCE SOUTH 88°25'36" WEST ALONG SAID PARALLEL LINE, 661.80 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF NORTHWEST 15TH AVENUE; THENCE NORTH 02°08'03" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 10,002 SQUARE FEET, MORE OR LESS.

## SURVEY NOTES:

1. PHYSICAL PAPER VERSIONS OF THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. ELECTRONIC VERSIONS OF THIS SURVEY MAP HAVE BEEN OFFICIALLY SIGNED AND SEALED BY BENJAMIN B. HOYLE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF ANDREWS PREMIER BUSINESS PARK, PLAT BOOK 183, PGS. 1–2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. REFERENCE BEARING OF N88°25'36"E ALONG THE NORTH LINE OF PARCEL "A". TO ACHIEVE BEARINGS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 2011 ADJUSTMENT (NAD 83/2011), ROTATE THE GRID BEARINGS SHOWN HEREON 00°02"50" COUNTER–CLOCK–WISE.
3. THIS IS NOT A SURVEY. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

## CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 20, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INC.

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

**15' DRAINAGE EASEMENT**

Z:\PROJECTS\512101149_BUTTERS\00_1698_ANDREWS_AVE_(TRIANGLE)\SURVEY\CAD\512101149-00-SD-15FT_DRAINAGE.DWG

**SKETCH OF DESCRIPTION**

THE NORTH 15 FEET OF PARCEL "A", ANDREWS PREMIER BUSINESS PARK P.B. 183, PGS. 1–2 B.C.R.

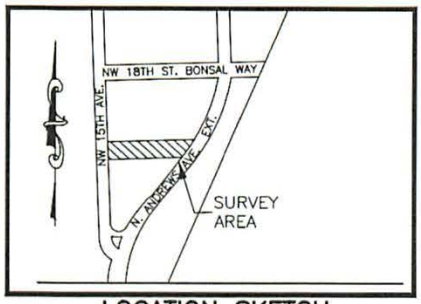
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

| | |
|---|---|
| DATE | 9/20/2022 |
| SCALE | AS SHOWN |
| FIELD BK. | N/A |
| DWG. BY | SKN |
| CHK. BY | BBH |

| DATE | REVISIONS |
|---|---|
| | |

KCI
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
1425 W Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309 • 954.776.1616 • www.kci.com
LICENSED BUSINESS NO. 6901

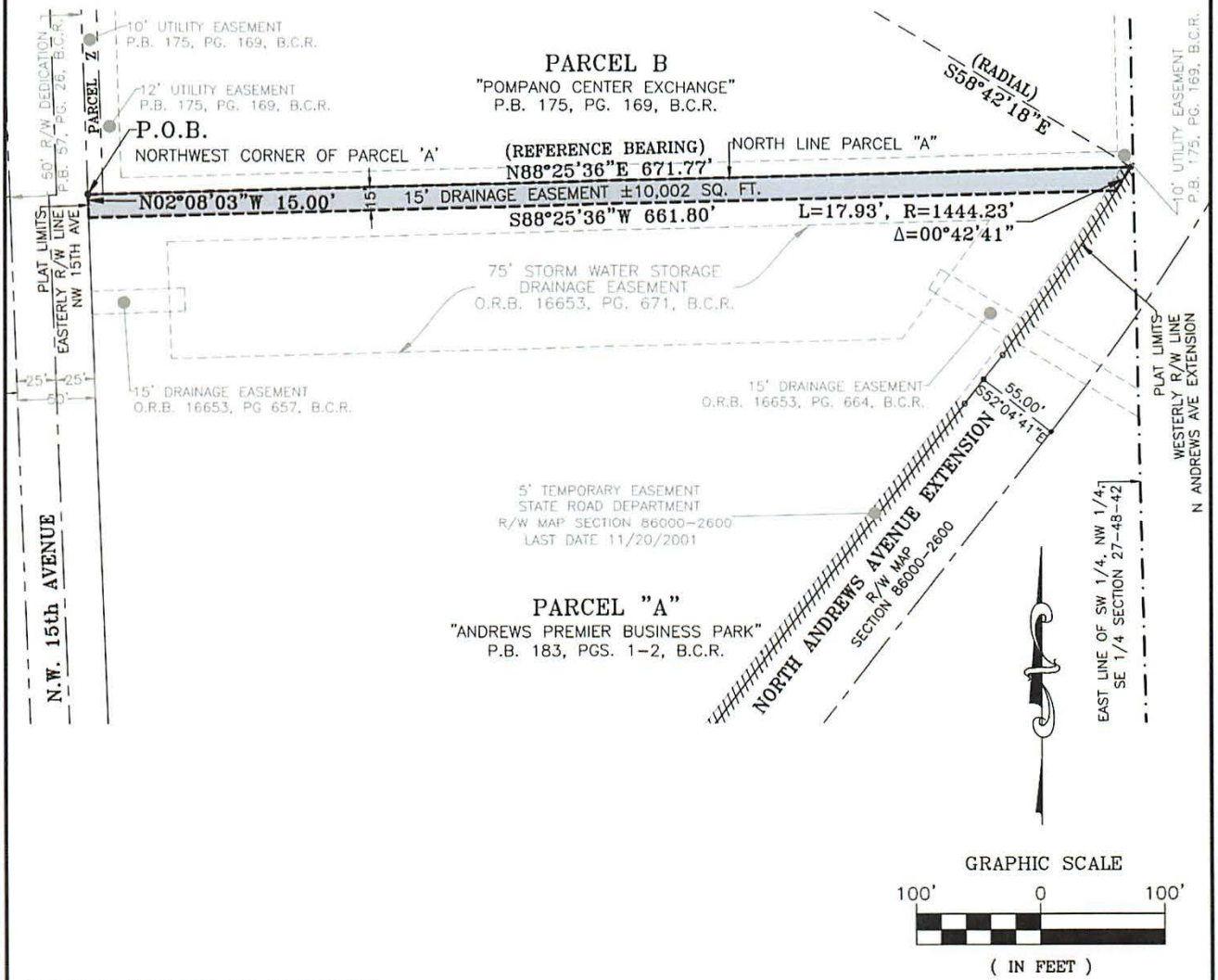
SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 512101149.00L




LOCATION SKETCH
(NOT TO SCALE)

**LEGEND:**

| | |
|---|---|
| BK. | BOOK |
| B.C.R. | BROWARD COUNTY RECORDS |
| FT. | FEET |
| LB | LICENSED BUSINESS |
| O.R.B. | OFFICIAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| PG. | PAGE |
| PGS. | PAGES |
| P.O.B. | POINT OF BEGINNING |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| R/W | RIGHT OF WAY |
| SQ. | SQUARE |
| U.E. | UTILITY EASEMENT |
| //////// | NON-VEHICULAR ACCESS LINE |
| L | ARC LENGTH |
| R | RADIUS |
| Δ | CENTRAL ANGLE |




**15' DRAINAGE EASEMENT**

## SKETCH OF DESCRIPTION

THE NORTH 15 FEET OF PARCEL "A", ANDREWS PREMIER BUSINESS PARK P.B. 183, PGS. 1-2 B.C.R.

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

| | |
|---|---|
| DATE | 9/20/2022 |
| SCALE | AS SHOWN |
| FIELD BK. | N/A |
| DWG. BY | SKN |
| CHK. BY | BBH |

| DATE | REVISIONS |
|---|---|
| | |

KCI
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
LICENSED BUSINESS NO. 6901

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 512101149.00L